TRANSFER TAX PAID

WARRANTY DEED 032582

PHILIP J. HANNAN, III of Waterville, Maine, for consideration paid, grant to PAUL T. FAGAN and DONNA L. FAGAN of Waterville, Maine, as joint tenants, with WARRANTY COVENANTS, the land in Waterville and State of Maine, bounded and described as follows, to wit:

100 J.S

A certain lot or parcel of land in Waterville, County of Kennebec, State of Maine, bounded and described as follows to wit:

Beginning at an iron pin on the east line of Upper Main Street, and at the northwest corner of the Central Maine Power Company easement, thence northerly along the east line of Upper Main Street, a distance of one hundred (100) feet, more or less, to an iron pin; thence at a right angle and in an easterly direction one hundred fifty (150) feet, more or less, to an iron pin; thence southerly parallel with the east line of Upper Main Street one hundred thirty (130) feet, more or less, to an iron pin in the north line of said Central Maine Power Company easement; thence westerly along said north line of said Central Maine Power Company easement to the point of beginning.

Meaning and intending to convey Lot No. 9 as shown on "Plan of Lot Development, Upper Main Street and Ridge Road, Waterville" for Merton Levine by Carl H. Crane, Registered C.E. July 7, 1955 and revised April 25, 1956, said plan not being recorded.

This conveyance is made subject to the following restrictions, which will be binding upon said grantee and all persons claiming or holding under or through said grantee.

- 1. That said land shall be used only for residential purposes.
- 2. That no house for more than one family shall be built on said land, and any dwelling erected thereon shall cost no less than ten thousand (\$10,000.00) dollars.
- 3. No building, including garages, shall be erected or placed on said land nearer to the lines of any street than twenty-eight (28) feet, and not nearer than fifteen (15) feet from any other boundary lines.
- 4. No animals, except houshold pets, to be kept on said premises.
- 5. No fence shall be erected on said premises unless approved by Merton Levine.

Excepting and reserving any land taken by the State of Maine for highway purposes by instrument recorded in

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Kennebec County Registry of Deeds in Book 1342, Page

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Subject to an easement conveyed by Ronald J. Rodrigue to Central Maine Power Company and New England Telepone and Telegraph Company dated October 16, 1985, and recorded in said Registry in Book 2891, Page 130.

Being the same premises conveyed to Philip J. Hannan, III and Patricia K. Hannan by Warranty Deed of Richard M. Plante and Irene G. Plante dated April 10, 1989 and recorded in the Kennebec County Registry of Deeds in Book 3527, Page 43. Reference is made to a divorce abstract from Patricia K. Hannan to Philip J. Hannan, Book 6181, Page 75.

WITNESS my hand and seal on November 5, 2001.

THE STATE OF Maine Kennebec, ss.

November 5, 2001

Then personally appeared the above named PHILIP J. HANNAN, III and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public

DAVID R. WHITTIER My Commission Expires August 30, 2007

RECEIVED KEHMEBEC SS.

2001 NOV -7 AM 9:00

ATTEST: Larma Greek) Promise REGISTER OF DEEDS